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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA**

GERARDO RODRIGUEZ PACHECO, an  
individual; and minors A.R, N.R. and G.R.,  
by and through their Guardian Ad Litem,  
MAYRA VILLASENOR.

Plaintiffs,

v.

CITY OF STOCKTON, a municipal entity;  
CHRISTOPHER KNIGHT, in his individual  
capacity as a police officer for the Stockton  
Police Department; RICARDO  
ALTAMIRANO, in his individual capacity  
as a police officer for the Stockton Police  
Department; RYAN OGBURN, in his  
individual capacity as a police officer for the  
Stockton Police Department; BENJAMIN  
RATZLAFF, in his individual capacity as a  
police officer for the Stockton Police  
Department; and DOES 1-50, inclusive.

Defendants.

Case No.: 2:20-cv-01404-TLN-KJN

**STIPULATION AND ORDER TO  
CONTINUE DEADLINE TO FILE  
PROOFS OF DEPOSIT FOR THE  
BENEFIT OF MINOR  
PLAINTIFFS**

1 Plaintiff Gerardo Rodriguez Pacheco, an individual; and minors A.R, N.R. and G.R. (the  
2 “Minor Plaintiffs”) (collectively, “Plaintiffs”); and Defendants City of Stockton, Christopher  
3 Knight, Ricardo Altamirano, Ryan Ogburn and Benjamin Ratzlaff (collectively, “Defendants”)  
4 (altogether collectively, the “Parties”); by and through their respective counsel in the above-  
captioned matter; have conferred, agree, and hereby stipulate as follows:

5 WHEREAS, on May 5, 2023, the Parties participated in a settlement conference (their  
6 third) before Chief United States Magistrate Judge Kendall J. Newman, during which time the  
7 Parties reached a verbal settlement to globally resolve all of Plaintiffs’ claims against all  
8 Defendants for \$3,250,000.00 (the “Settlement Funds”) in exchange for a release and settlement  
9 of all claims against all parties, with the Parties to bare their own fees and costs, and subject City  
Council and Board final approval (the “Proposed Settlement”) (ECF No. 57);

10 WHEREAS, on or about June 8, 2023, the City Council and Board approved the Proposed  
11 Settlement;

12 WHEREAS, on June 22, 2023, Plaintiffs filed a Petition for Approval of Minor’s  
13 Compromise (ECF No. 59), which this Court granted on July 11, 2023, together with which this  
14 Court ordered Plaintiffs to file, by August 10, 2023: (a) proof of deposit of \$62,500.00 into interest  
15 bearing blocked accounts at an FDIC insured financial institution for the benefit of each Minor  
16 Plaintiff, and (b) proof of disbursement of a \$7,500.00 cashier’s check from said FDIC insured  
17 financial institution to Mayra Villasenor (Guardian Ad Litem to the Minor Plaintiffs) made  
payable to “Mayra Villasenor for the benefit of” each Minor Plaintiff (the “Deposit Obligations”)  
(ECF No. 65);

18 WHEREAS, on or about August 1, 2023, counsel for Defendants sent and counsel for  
19 Plaintiffs received a check for the complete Settlement Funds;

20 WHEREAS, the Deposit Obligations can only be fulfilled with both counsel for Plaintiffs  
21 and Mayra Villasenor present at an FDIC insured financial institution during the time of deposit  
and withdrawal;

22 WHEREAS, counsel for Plaintiffs have been diligently coordinating with Mayra  
23 Villasenor to determine a mutually-agreeable time to fulfill their Deposit Obligations, but have  
24 been unable to do so to date;

25 WHEREAS, Defendants do not object to this Court continuing the Deposit Obligations  
26 deadline two (2) weeks to August 24, 2023;

WHEREFORE, the Parties respectfully request an order from this Court continuing the Deposition Obligations deadline two (2) weeks to August 24, 2023.

IT IS SO STIPULATED.

Dated: August 10, 2023

**POINTER & BUELNA, LLP**

By: /s/ *Patrick M. Buelna*

Patrick M. Buelna  
Attorney for Plaintiffs

Dated: August 10, 2023

**THE SLATER LAW FIRM, APC**

By: /s/ *Michael A. Slater*

Michael A. Slater  
Attorney for Plaintiffs

Dated: August 10, 2023

**ORBACH HUFF + HENDERSON LLP**

By: /s/ *Kevin E. Gilbert*

Kevin E. Gilbert  
Attorney for Defendants

**ATTESTATION OF CONCURRENCE IN FILING**

In accordance with Eastern District Civil Local Rule 131(e), I, Michael A. Slater, attest that I have obtained concurrence in the filing of this document from the other signatory listed above.

Dated: August 10, 2023

By: /s/ *Michael A. Slater*

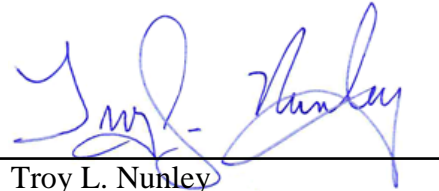
Michael A. Slater

**ORDER**

Pursuant to the above stipulation of the Parties, IT IS ORDERED that Plaintiffs' deadline to file (a) proof of deposit of \$62,500.00 into interest bearing blocked accounts at an FDIC insured financial institution for the benefit of each Minor Plaintiff and (b) proof of disbursement of a \$7,500.00 cashier's check from said FDIC insured financial institution to Mayra Villasenor made payable to "Mayra Villasenor for the benefit of" each Minor Plaintiff is continued from August 10, 2023 to August 24, 2023.

**IT IS SO ORDERED.**

Dated: August 10, 2023

  
Troy L. Nunley  
United States District Judge